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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		08/21/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Ouray Sportswear, LLC
Street Address:	1201 MANSFIELD AVE.
City:	ENGLEWOOD
State/Country:	COLORADO
Postal Code:	80110
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2271077	OURAY
Registration Number:	2271078	OURAY
Registration Number:	2256709	OURAY
Registration Number:	3121978	FEEL THE DIFFERENCE
Registration Number:	2986495	HARD TO SAY. EASY TO WEAR

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7137581105

Email: iptldocket@velaw.com

Correspondent Name: W. Scott Brown

Address Line 1: 1001 Fannin Street, Suite 2500

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: W. Scott Brown

 SIGNATURE:
 /wsb/

 DATE SIGNED:
 08/21/2019

Total Attachments: 4

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TRADEMARK REEL: 006725 FRAME: 0981

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> TRADEMARK REEL: 006725 FRAME: 0982



Wells Fargo Capital Finance Business Finance MAC \$4101-158 100 West Washington Street, 15th Floor Phoenix, AZ 85003

Tel: 602 378 2478

RELEASE OF TRADEMARK SECURITY INTEREST Fax: 602 378 6215

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of August 21, 2019, and granted by WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), in favor of OURAY SPORTSWEAR, LLC, a Colorado limited liability company ("Debtor"), and its successors, assigns and legal representatives.

WHEREAS, Debtor and Bank entered into that certain Credit and Security Agreement dated May 23, 2007, as amended by First Amendment to Credit and Security Agreement, dated March 18, 2008, Second Amendment to Credit and Security Agreement and Waiver of Defaults, dated July 28, 2008, Third Amendment to Credit and Security Agreement and Waiver of Defaults, dated August 6, 2009, Fourth Amendment to Credit Agreement, dated February 25, 2010, Fifth Amendment to Credit and Security Agreement, dated May 13, 2011, Sixth Amendment to Credit and Security Agreement, dated July 26, 2011, Seventh Amendment to Credit and Security Agreement, dated March 7, 2012, Eighth Amendment to Credit and Security Agreement, dated April 3, 2013, Ninth Amendment to Credit and Security Agreement, dated October 22, 2013, Tenth Amendment to Credit and Security Agreement, dated March 28, 2014, Eleventh Amendment to Credit and Security Agreement, dated July 23, 2014, Twelfth Amendment to Credit and Security Agreement and Waiver of Default, dated June 30, 2015, Thirteenth Amendment to Credit and Security Agreement, dated November 17, 2015, Fourteenth Amendment to Credit and Security Agreement, dated March 14, 2016, Fifteenth Amendment to Credit and Security Agreement, dated March 31, 2016, Sixteenth Amendment to Credit and Security Agreement, dated February 28, 2017, and Seventeenth Amendment to Credit and Security Agreement and Waiver of Default, dated January 2, 2018 (as amended, supplemented or restated from time to time, "Credit Agreement"), and that certain Patent and Trademark Security Agreement dated as of May 23, 2007 ("Security Agreement") as a condition to that Credit Agreement;

WHEREAS, pursuant to the Security Agreement, Debtor pledged and assigned to, and granted Bank a security interest ("Security Interest") with power of sale to the extent permitted by law, in Debtor's Trademark Collateral, as defined below, to secure payment of the Indebtedness, as defined in the Credit Agreement;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 3555, Frame 0186, on June 5, 2007; and

WHEREAS, Bank has decided to enter into this Release in order to effectuate, evidence and record the release of its right, title, and interest to in the Trademark Collateral, as defined below, pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby states as follows:

1. Release of Security Interest. Bank hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under the following (collectively, "Trademark Collateral"):

Together we'll go far





- (a) all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedule A attached hereto, however, excluding from the foregoing, "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.
- 2. <u>Further Assurances</u>. Bank agrees to take all further actions, and provide to the Debtor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without regard to conflicts of law provisions.

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2



IN WITNESS WHEREOF, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Veronica Hinojosa
Title: Authorized Signatory

Address for Notices: Wells Fargo Bank, National Association 100 W. Washington Street, 15th Floor Phoenix, Arizona 85003 MAC S4101-158 Attention: Veronica Hinojosa

Date: 8-24-19

3



SCHEDULE A TRADEMARKS

	Trademark	Registration Number	Serial Number	Owner/ Designations
1.	OURAY	2271077	75344992	Ouray Sportswear, LLC
2.	OURAY & Design	2271078	75344996	Ouray Sportswear, LLC
3.	OURAY	2256709	75408354	Ouray Sportswear, LLC
4.	FEEL THE DIFFERENCE	3121978	78539465	Ouray Sportswear, LLC
5.	HARD TO SAY. EASY TO WEAR	2986495	78377722	Ouray Sportswear, LLC

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RECORDED: 08/21/2019

TRADEMARK **REEL: 006725 FRAME: 0986**